No. 18498

United States
COURT OF APPEALS
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

LOCAL UNION NO. 1065, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO,
Respondent.

On Petition for Enforcement of An Order of the National Labor Relations Board

RESPONDENT'S BRIEF

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STATEMENT OF THE CASE

Respondent admits that the statement of the case by Petitioner is substantially correct; however, Respondent submits that certain matters omitted in Petitioner's statement are relevant and material to the determination of this case, and Respondent therefore submits the following brief statement of the case.

The basic factors in this case are that Respondent,

Local 1065, was a party to an area agreement (R. 19; G.C. Exh. 1 (k), p. 5). On the 6th day of December, 1961, Ralph Myers, Business Agent of Respondent Union (R. 20; Tr. 17; G.C. Exh. No. 3) wrote to the Oregon State Council of Carpenters alleging violation of this contract, charging that Mills Construction Company (Mills) had contracted with one, Jack Largent (Largent) who did not conform to the terms and conditions of the area contract, which was a violation of Article IV of the area agreement, and that Mills had not reported new hires, which was a violation of Article V, Section 4, of the area agreement and requested a Joint Conference Board (arbitration) as provided by Article XIV and XV of the area agreement.

Mr. George Hann (Hann) Secretary of the Oregon State Council of Carpenters, wrote to Pat Blair (Blair), Secretary of the Association in which Mills was a member, on December 6, 1961, requesting a meeting of a Joint Conference Board and enclosed a copy of Myers' letter (R. 20; Tr. 18; G.C. Exh. No. 2).

On December 21, 1961, Blair wrote to Hann, rejecting the request for arbitration (R. 20; Tr. 18-19; G.C. Exh. No. 4). On December 28, 1961, pickets were placed by Respondent upon Mills' construction job.

On the 2nd day of January, 1962, Blair filed a charge against Respondent with the National Labor Relations Board and filed an amended charge on January 10, 1962 (Resp. Vol. III (a) pp. 9-10).[1]

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[1] All references to Respondent's Designation of Additional Portions of the Record, submitted to this Court on May 26, 1963, will be made by citation to Respondent's volume, sub-section and page where applicable.

On February 2, 1962, Petitioner filed a petition for injunction against Respondent in the United States District Court for the District of Oregon (Resp. Vol. III (a), pp 1-11) and served it on Respondent on February 6, 1962 (Resp. Vol. III (a), p. 16). Respondent served Petitioner and filed its Answer thereto on February 15, 1962. Hearing was had on the show cause order attending the petition before the Honorable Gus J. Solomon on February 20, 1962 (Resp. Vol. III (b)).

During the proceedings in the District Court, Blair admitted that the dispute existed solely between Respondent and Mills and involved the rejection of arbitration by the Association on behalf of Mills and agreed at that time to proceed with the arbitration. On the basis of this assurance, Respondent agreed to and did remove its pickets and further agreed not to reinstitute picketing provided the arbitration was carried out in accordance with the contract between the parties (Resp. Vol. III (b), pp. 32-33).

Prior to the removal of the pickets and prior to the hearing before Judge Solomon on February 20, 1962, Largent had completed his portion of the subcontract and had left the construction situs of Mills' project (Resp. Vol. III (b), p. 20).

An offer was made by Respondent at the hearing before the Trial Examiner to include in the Board record the proceedings had before Judge Solomon as well as the record of the subsequent arbitration proceedings. This offer was rejected by the Trial Examiner (Resp. Vol. 1, pp. 28-29).

On June 6, 1962 Respondent filed with the National Labor Relations Board its motion to reopen the record in the instant case to allow the admission of the proceedings in the Federal District Court and the arbitration award (Resp. Vol. II (b)). This motion was denied by the Board's Order (Resp. Vol. II (d)).

SPECIFICATION OF ERROR NO. 1

It was error for the trial examiner to find and for the Board to approve the finding that "an object of the Respondent's conduct was to compel Mills to cease doing business with Largent (Resp. Vol. II (a), p. 7).

SPECIFICATION OF ERROR NO. 2

It was error for the trial examiner to find and for the Board to approve the finding that:

> "by inducing and encouraging employees of Mills, Hansen, Bartlett and Gladow at the aforesaid thirty-unit apartment house project in Salem, Oregon to engage in a strike or a refusal in the course of their employment to perform services, and by threatening, coercing, and restraining Mills, Hansen, Bartlett and Gladow with an object of forcing Mills to cease doing business with Largent, respondent has engaged in unfair labor practices within the meaning of Section 8 (b) (4) (i) and (ii) (B) of the Act." (Resp. Vol II (a), p. 10).

ARGUMENT RE:
SPECIFICATIONS OF ERROR NOS. 1 and 2

1. Preliminary Contention

Respondent is well aware of the rule of law announced in some cases and based upon the congressional record and discussions preceding the passing of the Landrum-Griffin Act, which rule of law states that it is an unfair labor practice to picket or strike to enforce a subcontractor clause in a labor agreement even though such a subcontractor clause is made legal per se in the construction industry. 29 U.S.C. § 158 (e).

Nevertheless, it is the position of the Respondent that this purported rule of law is not just and should be overturned. It is illogical that a union can picket to obtain a subcontractor clause, *NLRB* v. *Local* 825, *Operating Engineers,* 216 F. Supp. 173, 175 (D.C.N.J. 1963), but cannot picket to enforce it. The historical and logical reason underlying secondary boycott prohibitions is the policy which simply says that innocent and neutral employers ought not be harrassed or affected by a dispute between a union and some other employer. *Electrical Workers* v. *NLRB,* 181 F.2d 34, 37 (2nd Circ. 1950). This rationale is fair and just, but when the so-called neutral employer has contractually promised not to do business with subcontractors who violate the basic labor agreement, that employer is no longer a mere innocent bystander; he has breached his word and ceases to be an unrelated and secondary party.

2. Arbitration Contention

Accepting, without admitting, for the sake of argument that the law precludes picketing to enforce a subcontractor clause, Respondent contends that the law is not pertinent upon the facts in the case at bar because: The primary dispute was with Mills over his unwarranted refusal to arbitrate his violations of the labor agreement.

It is Respondent's contention that its sole and immediate cause for placing the picket on Mills was to force Mills to arbitrate the issue of whether or not Mills had breached the subcontracting clause and whether or not Mills had breached the labor agreement provision which requires written notice to Respondent by Mills of all hiring of employees by Mills from sources other than Respondent.

a. *Issue of First Impression*

Part of Petitioner's argument, as we understand it, is that: Even if it be granted that Respondent's *immediate* purpose in picketing was to gain arbitration, nevertheless Respondent's *ultimate* purpose in picketing was to have Mills cease doing business with Largent.

While it may have been the ultimate object of Respondent to have Mills cease violating the subcontract clause and, therefore, to either pay damages for breach of contract or to cease doing business with Largent, it was not the Respondent's intention to achieve this ultimate object by picketing. On the contrary, Respondent

sought to achieve this by *arbitration*. But when Mills unwarrantedly refused to arbitrate, it was the immediate and primary object of Respondent to gain arbitration by picketing, even though ultimately Respondent *hoped* by means of arbitration (a proper means) to enforce the subcontract clause.

It is important, then, in finding a violation of a secondary boycott to have a concurrence of unlawful object *with the activity of picketing*, and in this case we do not have that situation inasmuch as Respondent's objective in picketing was to gain arbitration whereas the objective in arbitrating was to have Mills cease violating the subcontract provision of the labor agreement.

It is this matter of an intervening refusal to arbitrate that presents an issue of first impression to this tribunal and one of utmost importance to labor-management relations. Petitioner has cited no cases in point, and this Respondent can find no decision wherein the matter has been determined.

b. *Arbitration as Immediate and Sole Objective*

The most compelling facts adduced at the Board hearing which indicate the real purpose of the picket as an enforcement of arbitration and nothing else is this: When Mills through his agent negotiators, refused to accept the offer to arbitrate the breach of contract issue (Tr. 18-19; G.C. Exh. 4), it was at that moment of time that the picket was placed on the Mills job. Subsequently, Largent completed his subcontract for Mills and left the job site; the picket remained (Resp. Vol.

III (b), p. 20). Then weeks later, when an agreement to arbitrate was finally reached in the Federal District Court proceedings, it was at that moment of time that the picket was removed (Tr. 82, 83). This set of facts more than any other, that is, that *picketing was co-extensive in time with the period of time in which Mills would not arbitrate and was not co-extensive with the period of time in which Largent performed for Mills,* commands the conclusion that Respondent's *immediate and sole* purpose in picketing was to enforce the arbitration clause of the labor agreement.

The case of *NLRB* v. *Local* 294, *Teamsters,* 273 F.2d 696 (2d Circ. 1960), emphasizes the importance of co-extensive facts as being a gauge for discovery of the real purpose of the union picketing or striking:

> "That the primary object of the strike was to compel (the general contractor) to cease doing business with (the subcontractor) is demonstrated by the fact that as soon as (the general contractor) capitulated and agreed to use . . . a company employing union members the strike was immediately terminated and work was resumed." *Id.* at 698.

c. *Policy Favoring Arbitration*

The United States Supreme Court places special and new emphasis on arbitration in labor cases. *United Steelworkers of America* v. *Warrior & Gulf Navigation Co.,* 363 U.S. 574 (1960). A common law of labor arbitration is called into being. Settlement of grievances and disputes by arbitration becomes a highly desired means to solution of the myriad of problems, unforeseen by legislative draftors, that confront the labor management relationship.

> "(The collective agreement) is more than a contract. It is a generalized code to govern a myriad cases which the draftsman cannot wholly anticipate. . . . it calls into being a new common law—the common law of a particular industry or a particular plant. . . . Arbitration is the means of solving the unforeseeable by molding a system of private law for all the problems which may arise and to provide for their solution in a way which will generally accord with the variant needs of the parties." *Id.* at 578. *Accord:* Address by Frank W. McCulloch, Chairman of the NLRB, before the National Academy of Arbitrators, Chicago, Illinois, February 1, 1963 (printed at CCH, Labor Law Reporter, para. 8157); and see 29 U.S.C. 173(d).

It is in this context, therefore, this context of new and special emphasis, that Respondent asks this court to weigh the first impression issue in the case at bar. When Mills gave, through his negotiating agent, his unwarranted refusal to arbitrate, Mills violated not only the labor agreement, but national policy as well, and thereby gave rise to a dispute of *primary* importance. He was not a neutral in this dispute over arbitration; he was not a secondary employer with respect to the necessity for arbitration. If the *Warrior Gulf* case and the policy in favor of labor arbitration announced therein, are to be given effect, then an unwarranted refusal to arbitrate a contract violation, even though the contract clause pertains to subcontracting, must be treated as initiating a *primary* dispute.

d. *"An Object" Test v. "Primary Picketing"*

The Petitioner in its brief, places a great deal of emphasis on the so-called "an object" test which says

that the secondary object need not be the sole object for the picketing, just so long as it is one of the objects of the picketing, the picketing will be declared in violation of the secondary boycott provision of the law.

But it must be remembered at this point that Section 8 (b) (4) (ii) (B) of the Act has a special provision which states, "*Provided,* that nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing." 29 U.S.C. 158 (b) (4) (ii) (B).

Therefore, the "an object" test must be read in connection with the issue of whether or not the picketing involved primary dispute. Incidental consequences of that primary dispute cannot be regarded as "an object". The words "an object" cannot be read literally. It is now well established in the law that an "objective" means something more than a mere hope or expectation. *United Steelworkers of America Local* 4203 v. *NLRB,* 294 F.2d 256, 259 (D.C. Circ. 1961); *Seafarers International* v. *NLRB,* 265 F.2d 585, 591-92 (D.C. Circ. 1959); *NLRB* v. *Local* 50, *Bakery,* 245 F.2d 542, 548 (2nd Circ. 1957).

When the issue of primary picketing under the Act is involved, the "an object" test is not absolute. Unusual circumstances may warrant its suspension, and in its place, therefore, can be applied "a no lawful purpose" test. *Local* 618, *Auto Employers* v. *NLRB,* 249 F.2d 332, 337-38 (8th Cir. 1957).

At page 16 of the Petitioner's brief the case of *Local* 1976, *Carpenters* v. *NLRB,* 357 U.S. 93 (1958), (the

so-called Sand Door case) is cited as being dispositive of the issue of arbitration as the object of Respondent's picketing. But it is interesting to note that the *Sand Door* case does not involve the arbitration issue and is not concerned with the exception to secondary boycott and of primary picketing, nor does the case involve a subcontractors clause.

The so-called "an object" test, when it is applied, must be directed to the activity of *picketing,* that is: What was an object of picketing? While it is true that *an object of the arbitration* was to have Mills cease violating the subcontracting clause of the labor agreement, it is not true that *an object of the picketing* was to have Mills cease violating the subcontracting clause of the labor agreement.

Now, at the beginning of this controversy, in early December 1961, it is certainly true that Respondent was interested in knowing why Mills was violating the subcontracting clause in the labor agreement by employing non-union Largent. There is nothing unlawful about Respondent (through its business agent, Myers) making such inquiry (Tr. 107-08). What determines unlawfulness is the *means* by which Respondent chooses to reach enforcement of that subcontracting clause. If Respondent chooses striking or picketing, it becomes a secondary boycott according to a number of cases and, therefore, unlawful; if it chooses as a *means* a legal action or arbitration proceeding for enforcement, then it is lawful. The evidence is clear that the Respondent chose arbitration, a lawful means (G.C. Exh. 2, but Mills

refused that *means* (G.C. Exh. 4) and by the refusal created a new and intervening dispute. Respondent was now *primarily* concerned with Mills' refusal to arbitrate.

Where previously it may have been true that Respondent's ultimate concern was with enforcing the subcontractor clause of the labor agreement, prior to placing of pickets the union was given just cause for primary dispute with Mills by Mills' refusal to arbitrate.

e. *"Powerless to Prevent"*

At page 14 of its brief, Petitioner cites the case of *Local* 636, *Plumbers* v. *NLRB,* 278 F.2d 858, 864 (D.C. Cir. 1960) in which case it was said that "the general contractor was a neutral because he was powerless to end the dispute between the union and the sub-contractor except by breaking off business relationship with the sub-contractor." That case is not in point inasmuch as in the case at bar, Mills had the power to end the dispute by simply agreeing to arbitrate the issue of his breach of contract. Likewise, the leading case of *NLRB* v. *Denver Building & Construction Trades Council,* 341 U.S. 675 (1951) cited in Petitioner's brief in footnote 12 on page 14, is not apposite, because in the case at bar the general contractor did have the power to end the picket by simply agreeing to arbitrate the issue of his breach of contract.

Thus, in both the *Denver Building Trades* case and the *Local* 636 case it is made clear by the decisions in those cases that picketing or striking ought not be allowed as a means to enforce a valid sub-contractor

clause because the employer is powerless to do anything to alleviate the dispute between the union and sub-contractor. Therein lies the reason why these cases are not pertinent to the case at bar. In neither of the cases was the arbitration issued involved. If, therefore, the union chooses the proper means by which to enforce the sub-contractor clause, that is, by arbitration procedure, and cannot achieve the agreement to arbitrate on the part of the employer, the employer is no longer powerless to prevent the picket and the reason behind the *Denver Building Trades* case and the *Local* 636 case fails, and with it fails the rule.

So, we are left once again with the ultimate issue in this case, primarily a question of fact, what was the sole and immediate purpose of the picketing. Was it to enforce arbitration, or was it, by means of the picket, to force Mills to cease business with Largent? From the facts in the record, it is strongly indicated that the Respondent's immediate and sole intent was to force arbitration by means of the picket and not to force Mills to cease doing business with Largent by means of the picket.

3. Insubstantial Evidence Contention

There is no substantial evidence in support of the Board's order and finding of violation of the secondary boycott ban of the Act.

There must be reasonable cause to believe or substantial evidence to warrant a finding that the union encouraged employees to quit work or threatened an

employer, an objective of the encouragement or threats being to force or require the employer to cease doing business with another employer. *Schauffler* v. *Local* 30, *Roofers,* 191 F. Supp. 237 (D.C. Del. 1961). And this is true even though the picketing may have had the *effect* of inducing employees to stop work. The fact that certain employees of subcontractors may have refused to cross the picket line is not controlling.

> "It is questionable whether any amount of expertise or administrative discretion can twist 8 (b) (4)(ii)(B) into a pervasive regulation of the maners of union representatives in their negotiations with primary employers. Petitioner would like the Court to construe this section so that the ultimate effect of the Union's conduct will be the governing consideration. Because 8 (b)(4)(ii)(B) requires that such conduct be engaged in with a prohibited purpose in mind, the Court is doubtful that the end result of union activities will be more persuasive under 8(b)(4)(ii)(B) than it is under 8 (b)(4)(i). To be sure the NLRB in its discretion may draw certain inferences on particular conduct but these must have some reasonable relationship to the ultimate issue of the union's purpose. In any case, these questions need not be resolved for the court finds no reasonable cause even under a test which allows the effect rather than the purpose of a union activities to control." *Id.* at 244.

Thus, it is not the *outward effect* of union conduct that is controlling, rather it is the union's *reasons* for that conduct which are controlling.

When this Court considers the *whole record* and the chronology of *all* events material in this case, it will be clear that the trial examiner's findings and conclusions are not supported by that record.

> "Whether or not it was ever permissible for courts to determine the substantiality of evidence supporting a labor board decision merely on the basis of evidence which in and of itself justified it, without taking into account contradictory evidence or evidence from which conflicting inference could be drawn, then new legislation definitely precludes such a theory of review and bars its practice. The substantiality of evidence must take into account whatever in the record fairly detracts from its weight. This is clearly the significance of the requirements in both statutes that the court consider the whole record." Universal Camera Corp. v. NLRB, 340 U.S. 474, 487-88 (1951); NLRB v. Winston Bros. Co., — F.2d — (CCH, 47 LC Para. 18236) (9th Cir. 1963).

There is no evidence that Respondent union ever had active and primary dispute with Largent, that is, no evidence of picketing Largent or striking Largent. On the other hand, in the *Denver Building Trades* case, (341 U.S. 675) there was adduced at hearing a background of long standing dispute with the subcontractor, which evidence was critical in the decision in that case.

Picketing alone is not sufficient evidence to prove the intent to cause secondary boycott. *NLRB* v. *Local* 50, *Bakery Workers,* 245 F.2d 542 (2nd Cir. 1957):

> "In the first place, we do not agree that the fact of picketing alone, absent supporting evidence of the surrounding circumstances, should raise any presumptions as to the intent or probable consequence of the picketing. In every case the issue is whether the picketing is likely to induce a work stoppage in the particular context in which the picketing takes place and there must be some independent evidence supporting the inference of inducement, in addition to the fact of picketing. . . .

> Moreover, the context in which this picketing occurred, shows clearly that a work stoppage was not the 'natural and probable consequence' of this picketing. Nothing said by the pickets, or by the placards after the November 15th certification urged the Arnold employees or any others to go on strike." *Id.* at 548.

Indeed, the picket placard in the case at bar makes it clear that Respondent's primary dispute was with Mills, not Largent, and nothing urged thereon the stoppage of work (R. 9, 12, 20).

SPECIFICATION OF ERROR NO. 3

It was error for the trial examiner to reject as evidence the record of the Federal District Court proceedings and the arbitration proceedings and decision (Resp. Vol. I, pp. 28-29; Tr. 24-30 *passim*).

SPECIFICATION OF ERROR NO. 4

It was error for the trial examiner to inferentially conclude that the picket was removed because of the threat of an injunction by the Federal District Court. (Resp. Vol. II (a), p. 7).

SPECIFICATION OF ERROR NO. 5

It was error for the trial examiner to conjecture upon what took place in the Federal District Court proceeding when the record of that proceeding was not before the examiner because of his own rejection thereof (Resp. Vol. II (a), p. 7).

ARGUMENT RE:
SPECIFICATIONS OF ERROR NOS. 3, 4 and 5

Erroneous Exclusion of Evidence and Reliance Thereon

This case hinges on a determination of what was the purpose underlying the Respondent's picketing of Mills. Was the immediate, direct purpose of the picket to force Mills to arbitrate or to cease doing business with Largent? This is largely a question of fact, and all facts relevant to discovery of Respondent union's intentions should have been admitted as evidence by the trial examiner.

The record of the proceedings in the Federal District Court was relevant to that central issue. The decision of the arbitrators was relevant to that central issue. Any record bearing statements of the major parties involved herein should have been admitted for consideration. It was error for the trial examiner to exclude such evidence. Such evidence would have answered pertinent questions, such as: (1) Was the picket voluntarily pulled by the Respondent the moment an agreement to arbitrate was reached? (2) Why and how was the agreement to arbitrate reached? Was it voluntary or was it ordered by the District Court? (3) Did the arbitrator determine that Mills had breached the contract by failing to give notice of new hired employees? (4) What other testimony, admissions and proof were elicited during the Federal District Court and arbitration proceedings which would be apposite to a determination of the Respondent's intentions in picketing? (5) When did Largent fin-

ish his work for Mills—before or after the picket was removed?

But having erroneously rejected such evidence, it was equally erroneous to conjecture upon the nature, effect, and happenings of those proceedings. At page 7 of the Trial Examiner's Intermediate Report and Recommended Order, the examiner states this:

> "Even if it be assumed that removal of the picket was prompted solely by such agreement to arbitrate and not by *imminence of an injunction* by the Federal District Court, in which Court the agreement to remove the picket was reached, the result would not be altered here. . . . I am not convinced that the picket would have been removed upon agreement to hold a joint board meeting *had it not been for the injunction proceeding in the Federal District Court.*" (Emphasis supplied) (Resp. Vol. II (a), p. 7.

Such inferences concern subjective reasons which are not warranted and cannot be used to support the Board's order. *NLRB* v. *W. T. Grant Co.,* 315 F.2d 83, 85-86 (9th Circ. 1963).

SPECIFICATION OF ERROR NO. 6

It was error for the trial examiner to recommend an order and for the Board to approve an order which was too broad and extended beyond that which was warranted by the evidence (R. 39-40).

SPECIFICATION OF ERROR NO. 7

It was error for the trial examiner to find that there is a danger in the future that Respondent will engage

in similar conduct violative of the Act in order to force members of the Association to cease doing business with Largent or with other subcontractors." (Resp. Vol. II (a), p. 9).

ARGUMENT RE: SPECIFICATIONS OF ERROR NOS. 6 and 7

Broad Order Issue

It is also Respondent's contention that the Order, if it is to be enforced, cannot stand in its broad form. Insofar as the Order does pertain to "any other employer" or to "any other person" or to "any other subcontractor", it is too broad. The evidence does not warrant the conclusion that the Respondent's inclination was to extend any alleged unlawful activity actually found to have been committed.

NLRB v. Plumbers, Local 469, 300 F.2d 649, 654 (9th Cir. 1962);

United Steelworkers of America, Local 4203 v. NLRB, 294 F.2d 256, 260 (D. C. Cir. 1961) (Order must correspond to violations actually found to have been committed);

NLRB v. Hod Carriers, 285 F.2d 397, 404-405 (8th Cir. 1960) (Evidence did not warrant Order extending to "any other employer" or "person");

NLRB v. Bangor Building Trades Council, 278 F.2d 287, 291 (1st Cir. 1960) (No evidence that union inclination was to extend to unlawful activity);

And note Member Fanning's dissent in the Board's decision and order in the case at bar (R. 38-40).

The evidence shows at least this: That Respondent was mindful of secondary boycot ban on the subcontractor clause but harbored the good faith belief that the refusal to arbitrate gave Respondent new and different cause for picketing. Surely the unusual circumstances of this case do not warrant the extended encompassment of the Petitioner's broad order.

CONCLUSION

Respondent union was not unfair in its picketing of Mills, but rather at all times conducted itself upon the good faith belief in the legality of its position. On the other hand, the conduct of Mills and his negotiators is indeed remiss. It was Mills who violated the area agreement with Respondent by breaking his promise not to employ a subcontractor who did not conform to the requirements and conditions of the agreement (Art. IV) and by not giving written notice to the Respondent of the hiring of men (Art. V, Sec. 4). It was Mills, through his negotiators, who refused to arbitrate these disputes in violation of Art. XIV of the work agreement.

The discovery of Respondent's object in picketing would have been made simple if Mills and his negotiators would simply have accepted respondent's offer to arbitrate. Can anyone rightly infer from the record that Respondent would have picketed if arbitration proceedings were agreed upon? Is it proper to infer that the Respondent had requested of Mills arbitration of their differences, that Respondent would have picketed Mills no matter if Mills had agreed to arbitrate or not?

Is it proper to infer that Respondent sought by its picketing to have Mills cease doing business with Largent when Respondent continued its picketing long after Largent had completed his subcontract with Mills?

For the reasons stated, it is respectfully submitted that a decree issue denying the enforcement of the Board's order, or remanding the case to the Board for further hearing including the evidence rejected, or ordering such relief as may be necessary and proper in the circumstances.

Respectfully submitted,

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RONALD B. LANSING.

CERTIFICATE

The undersigned certifies that he has examined the provisions of Rules 18 and 19 of this Court, and in his opinion the tendered brief conforms to all requirements.

PAUL T. BAILEY,
Of Attorneys for Respondent.